



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-020484-26

In the matter of: 606, 550 WESTMOUNT RD W
KITCHENER ON N2M5G5

Between: SIGNET GROUP INC. Landlord

And

KEITH MICHAEL NICKEO Tenant

SIGNET GROUP INC. (the 'Landlord') applied for an order to terminate the tenancy and evict KEITH MICHAEL NICKEO (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 20, 2026.

The Landlord's Legal Representative, Sean Beard, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,096.75. It is due on the 1st day of each month.
4. The rent arrears owing to May 31, 2026 are \$4,387.00, which is not disputed.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Accordingly, the total amount the Tenant owes the Landlord is \$4,573.00.
7. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that

it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

8. The Landlord sought a standard voidable eviction order.
9. The Tenant sought relief from eviction in the form of a payment plan that would involve monthly payments of \$500.00 towards the arrears, a lump sum payment of \$1,573.00, on or before May 22, 2026, and payment of ongoing rent in full and on time. According to this payment plan, it would take the Tenant 6 months to satisfy the arrears.
10. The Landlord's Legal Representative submitted the payment plan was prejudicial to the Landlord because this application is part of an ongoing pattern of non-payment of rent by the Tenant. They submitted that the Landlord has been before the Board on other occasions, and on each occasion, a voidable eviction order was issued, the Tenant voided the Order and then fell back into arrears. The Landlord's Legal Representative further submitted that the Landlord should not have to continue to apply to the Board for an order to compel payment of rent and ensure that the Tenant complies with their obligations under the tenancy agreement.
11. While I appreciate that this is not the first application the Landlord has filed for non-payment of rent during the tenancy, the Landlord did not present any concrete, objective evidence that they will experience hardship, financial or otherwise, if I grant the Tenant's request for a payment plan. I considered the relative prejudice to the parties of granting relief from eviction, and I find it would be more prejudicial to the Tenant to find alternative living arrangements than to order the proposed payment plan and have the arrears paid over 6 months.

It is ordered that:

1. The Tenant shall pay to the Landlord \$4,573.00 for arrears of rent up to May 31, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$1,573.00 on or before May 28, 2026; and
 - b) On or before the 20th day of each month from June 2026 to November 2026, the Tenant shall pay the Landlord \$500.00
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period June 1, 2026, to November 1, 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become

immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.

May 26, 2026
Date Issued

Samantha Greaves
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.